

REMARKS

Claims 1 and 6 are objected to for informalities. Claims 1-15 are rejected under 35 U.S.C. §112 as failing to comply with the written description requirement. Claims 1, 4-6, 9-11, 14 and 15 stand rejected as being unpatentable over U.S. Patent No. 5,758,329 (Wojcik) in view of U.S. Patent No. 3,155,234 (Knoll) and Vaidyanathan et al., U.S. Published Patent Application No. 2004/0059596 (Vaidyanathan). Claims 2-3, 7-8 and 12-13 stand rejected as being unpatentable over the foregoing references and further in view of Spindler, U.S. Patent No. 5,509,538 (Spindler). Reconsideration of the rejections is solicited in view of the foregoing amendments and the following remarks.

With regard to the objection to claims 1 and 6, the phrase "shipped to a point of shipment receipt" has been amended as suggested by the Examiner to recite "received at a point of shipment receipt." Accordingly, applicant submits that the objection to claims 1 and 6 should be withdrawn.

With regard to the rejection of claims 1-15 for failing to comply with the written description requirement, applicant submits that support for the claim language "communicating without human intervention said exceptions and/or notations from said point of receipt to said server" is found in the specification on page 8, lines 22-23. Specifically, the specification describes that the "supplier (i.e., server) is *automatically notified* via email of any changes" from "what has actually been shipped and what appears on the electronic packing slip (i.e., exceptions and/or notations)." See Specification, page 8, lines 19-23. Accordingly, applicant submits that claims 1-15 are supported by the specification and comply with the written description requirement. Therefore, the rejection should be withdrawn.

Claim 1 is directed to a method for managing shipment of a product through the use of the Internet for automated communicating, essentially in real time, of packing slip information and exceptions therefrom, if any, regarding a product shipment. Claim 1 in part recites verifying a printed packing slip relative to product actually shipped to a point of shipment receipt. Based on the results

of the verifying step, inputting exceptions and/or notations are performed at the point of shipment receipt in connection with product actually received at the point of receipt. Claim 1 further recites communicating without human intervention the exceptions and/or notations from the point of receipt to a server for automated processing therein. The automated processing is configured to determine whether or not a modified product shipment is needed for correcting any such exceptions.

Wojcik purports to provide a system for providing efficient management and fulfillment of customer orders in a food processing environment. However, Wojcik falls short regarding certain notable issues in connection with the management and fulfillment of customer orders. More particularly, as shown in FIG. 16 of Wojcik and discussed at Col. 13, line 16 et. seq., Wojcik's system expressly contemplates the need of human intervention in the event of shipment discrepancies. "The carrier (or customer) has to call while at the customer's dock". An order management caseworker needs to get involved to resolve inventory discrepancies. It should be appreciated that the need of this human intervention in Wojcik's system incrementally adds cost and introduces burdensome delays to the management and fulfillment of customer orders. By way of comparison, as set forth in amended claim 1, aspects of the present invention allow communicating without human intervention the exceptions and/or notations from the point of receipt to a server for automated processing therein. The automated processing is configured to determine whether or not a modified product shipment is needed for correcting any such exceptions. Wojcik fails to teach or suggest the foregoing operational relationships. If anything, Wojcik teaches away from the relationships set forth in claim 1 being that Wojcik expressly contemplates the need of human intervention for communicating and resolving shipment discrepancies.

The Office action then states that Wojcik fails to disclose the error reporting to the supplier being done automatically without use of human interaction. Vaidyanathan is cited as teaching the use of an automated dispute resolution program that can be used by a consumer and a seller to determine if

any errors are present and need to be resolved. However, the applicant respectfully submits that error reporting relative to product actually received at a point of shipment receipt is not taught or suggested by Vaidyanathan. Rather, Vaidyanathan merely appears to teach resolving an electronic commerce dispute involving one or more parties by selecting one of two modes of solving the dispute. See Vaidyanathan, page 2, paragraph [0010]. This is very different from the method of "verifying a printed packing slip relative to product actually received at a point of shipment receipt ...and communicating without human intervention said exceptions and/or notations from said point of receipt to said server" as recited in claim 1. Significantly, the present invention is directed to a different stage of a product distribution process than a stage taught by Vaidyanathan. The present invention recites a shipping and error reporting stage in the product distribution process, while Vaidyanathan teaches a dispute resolution stage that may be used to solve disputes *after* an error has been reported. Consequently, Vaidyanathan teaches away from the present invention by addressing resolving the consequences of a shipping error, not identification and automatic reporting of such an error.

Further, there is no suggestion in either prior art reference, express or implied, to combine the references in the manner suggested in the Office Action. Applicant respectfully submits that the only motivation that one can discern for combining the teachings of Wojcik and Vaidyanathan may be due to hindsight one may gain from the disclosure of the present invention. However, this is an impermissible rationale for citing obviousness. For all the above reasons, Vaidyanathan fails to remedy the deficiencies of Wojcik.

The Office action further states that Wojcik fails to disclose the packing slip being attached to the product actually shipped. Knoll is cited for teaching this operational relationship. Although Applicant recognizes that use of a printed packing slip *per se* is not new, there is no suggestion in either prior art reference, express or implied, to combine the references in the manner suggested in the Office Action. Moreover, Knoll fails to remedy the fundamental shortcomings of Wojcik and Vaidyanathan.

The Office action states that Wojcik teaches products located by an SKU, but fails to disclose that data is retrieved by scanning the barcode. Spindler is cited for teaching that an SKU is a bar code type identifier. Although Applicant recognizes that use of a bar coded SKU *per se* is not new, there is no suggestion in either prior art reference, express or implied, to combine the references in the manner suggested in the Office Action.

It is respectfully submitted that when considering the totality of claim 1, neither Wojcik, nor the secondary references Vaidyanathan, Knoll, and Spindler, singly or in combination, teach or suggest the foregoing operational relationships. Claims 2-5 depend from claim 1, now believed to be in condition for allowance, and include all the structural and/or operational relationships of claim 1. Accordingly, it is also respectfully submitted that these references, singly or in combination, also fail to obviate each of dependent claims 1-5. For all the above reasons, claims 1-5 are submitted to be in condition for allowance.

Claim 6 is directed to a computer-readable medium encoded with computer program code useful for managing shipment of a product through the use of the Internet for automated communicating, essentially in real time, of packing slip information and exceptions therefrom, if any, regarding a product shipment. It is respectfully submitted that when considering the totality of claim 6, neither Wojcik nor the secondary references, Vaidyanathan, Knoll, and Spindler, teach or suggest the structural and/or operational relationships recited in claim 6. Claims 7-10 depend from claim 6, now believed to be in condition for allowance, and include all the structural and/or operational relationships of claim 6. Accordingly, it is also respectfully submitted that these references, singly or in combination, also fail to obviate each of dependent claims 7-10. For all the above reasons, claims 6-10 are submitted to be in condition for allowance.

Claim 11 is directed to a web-enabled system for managing shipment of a product through the use of the Internet for automated communicating, essentially in real time, of packing slip information and exceptions therefrom, if any, regarding a product shipment. It is respectfully submitted that when considering the totality of claim 11, neither Wojcik nor the secondary references,

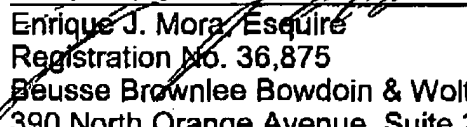
Vaidyanathan, Knoll, and Spindler, teach or suggest the structural and/or operational relationships recited in claim 11. Claims 12-15 depend from claim 11, now believed to be in condition for allowance, and include all the structural and/or operational relationships of claim 11. Accordingly, it is also respectfully submitted that these references, singly or in combination, also fail to obviate each of dependent claims 12-15. For all the above reasons, claims 11-15 are submitted to be in condition for allowance.

It is respectfully submitted that each of the claims pending in this application recites patentable subject matter and it is further submitted that such claims comply with all statutory requirements and thus each of such claims should be allowed.

The applicant appreciates the Examiner's efforts for conducting a thorough examination, and cordially invites the Examiner to call the undersigned attorney if there are any outstanding items that may be resolved via telephone conference.

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Respectfully submitted,



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